

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The California Governor and First Lady's Conference on Women		02/01/2011	Nonprofit Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Open Field Foundation		
Doing Business As:			
Street Address:	11440 San Vicente Blvd.,		
Internal Address:	3rd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	Nonprofit Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3748981	ARCHITECTS OF CHANGE	
Registration Number:	3378028	MINERVA AWARDS	
Registration Number:	3731385	NIGHT AT THE VILLAGE	
Registration Number:	3868350	REMARKABLE WOMEN. REMARKABLE LEGACIES.	
Serial Number:	77756668	THE WOMEN'S CONFERENCE	
Serial Number:	77756649	THE WOMEN'S CONFERENCE	
Registration Number:	3447231	THE WOMEN'S CONFERENCE	
Registration Number:	3727743	WE EDUCATE	
Registration Number:	3727744	WE HONOR	
Registration Number:	3849332	WE INVEST	
Registration Number:	3748982	WOMEN AS ARCHITECTS OF CHANGE	
CORRESPONDENCE DATA			

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TRADEMARK  
 REEL: 004762 FRAME: 0896

OP \$290.00 3748981

Fax Number: 3102860488

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 310-286-0377

Email: ghecker@hh.com

Correspondent Name: The Hecker Law Group

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ATTORNEY DOCKET NUMBER:

94674.940

NAME OF SUBMITTER:

Maria T. Giammanco

Signature:

/Maria T. Giammanco/

Date:

04/23/2012

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is entered into as of February 1, 2011 by and between by and between The California Governor and First Lady's Conference on Women ("Assignor") and The Minerva Nation Foundation ("Assignee").

**WHEREAS**, The California Governor and First Lady's Conference on Women is a 501c4 nonprofit corporation with its principal place of business at 1801 Avenue of the Stars, Suite 1201, Los Angeles, CA 90067 ("Assignor");

**WHEREAS**, The Open Field Foundation ("Assignee") is a 501c3 nonprofit corporation with its principal place of business at 11440 San Vicente Blvd, 3<sup>rd</sup> Floor, Los Angeles, CA 90049.

**WHEREAS**, Assignor is the owner of the following trademarks, and of the federal trademark applications and trademark registrations for those trademarks for the goods and services identified in those applications and registrations, hereafter collectively referred to as "The Marks":

ARCHITECTS OF CHANGE – Registration No. 3,748,981;  
MINERVA AWARDS - Registration No. 3,378,028;  
NIGHT AT THE VILLAGE - Registration No. 3,731,385;  
REMARKABLE WOMEN. REMARKABLE LEGACIES. - Registration No. 3,868,350  
THE WOMEN'S CONFERENCE – Application No. 77/756,668  
THE WOMEN'S CONFERENCE – Application No. 77/756,649  
THE WOMEN'S CONFERENCE – Registration No. 3,447,231  
WE EDUCATE - Registration No. 3,727,743  
WE HONOR - Registration No. 3,727,744  
WE INVEST - Registration No. 3,849,332  
WOMEN AS ARCHITECTS OF CHANGE - Registration No. 3,748,982

**WHEREAS**, Assignor is the owner of The Marks, and of the goodwill of the business appurtenant thereto;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and for one hundred dollars (\$100.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties to this Agreement, intending to be legally bound agree as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to The Marks, together with the goodwill symbolized by The Marks of the business appurtenant thereto, along with the right to sue and to recover damages and profits

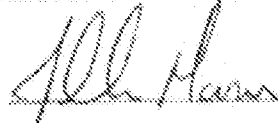
for past and future infringements of The Marks. Assignor further agrees that Assignee shall have the right to record this instrument of assignment with the United States Patent and Trademark Office.

2. Agreement to Perform Necessary Acts. Assignee agrees to cooperate as may be reasonably necessary to effectuate and record this Assignment.
3. Representations and Warranties. This assignment and sale is made "as is." Assignor makes no warranties or representations whatsoever, express or implied, about the assets or materials being sold or assigned herein, or their utility, operability or fitness for a particular purpose. Assignor makes no representations or warranties whatsoever regarding its rights in or to The Marks, or the validity or enforceability, or that The Marks do not infringe any third party rights. Assignee acknowledges and agrees that it is accepting the rights and this assignment and sale "as is."
4. Integration. This Assignment, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. This Assignment may only be amended by a writing signed by the parties hereto.

5. Governing Law. This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR

By:   
Name: Jillian Manus

Title: Chair

Date: March 1, 2012

ASSIGNEE

By:   
Name: Erin M. Stein

Title: Executive Director

Date: March 7, 2012